

RICHMOND DIVISION	
FILED	SEP - 4 2009
CLERK U.S. BANKRUPTCY COURT	

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

IN RE:)
CIRCUIT CITY STORES, INC.,) Chapter 11
et al.,) Case No. 08-35653 (KRH)
Debtors.) Jointly Administered

**REPLY OF CREDITOR WENDY T. HOUSDEN
TO DEBTORS' MEMORANDUM IN SUPPORT OF
TWENTY-FIFTH OMNIBUS OBJECTION TO CLAIMS
(CLAIM NO. 7193 FOR PAID TIME OFF)**

The undersigned claimant, Wendy T. Housden, appearing pro se, hereby files the following reply to Debtors' Memorandum in Support of Debtors' Twenty-Fifth Omnibus Objection to Claims [4617].

1. Claimant timely filed a claim in the amount of \$1,879.29 due and owing as compensation for unused paid time off accrued at the time of Claimant's termination of employment (claim number 7193).
2. Debtor has filed its Twenty-Fifth Omnibus Objection (hereinafter "25th Objection") in this proceeding objecting to claim number 7193 and other claims, contending that, contemporaneous with the filing of its Petition in Bankruptcy with this court, it changed its employment policies to eliminate compensation for paid time off. 25th Objection at par. 13.
3. What Debtors fail to address, however, is the fact that unlike some of the other claimants who may be subject to the 25th Objection, Claimant Housden was

terminated on November 7, 2008, *before* the filing of the petition in bankruptcy and before the amendment of Debtor's employment policies.

4. With respect to this Creditor, Debtors are in effect attempting to rewrite history. They base their refusal to pay for Paid Time Off on a policy revised after this Creditor was terminated, a policy which was never communicated to Creditor Housden. Debtors reference a December 16, 2008 memorandum distributed to employees purporting to change the policy on paid time off; that memorandum was distributed after Housden was terminated and directed to leave the premises of Debtors building; the memorandum was never sent to Housden. Furthermore, the information in that memorandum was inconsistent with the memorandum actually given to Housden on termination (attached as an exhibit to Housden's response to the 25th Objection).

5. Housden's entitlements were fixed on the date of her termination and Debtors should not be allowed to escape payment of their obligations by after-the-fact policy changes never in effect during Housden's actual employment.

6. For the reasons set forth above, Debtor's Objection 25th should be denied insofar as directed at Claim Number 7193 and Claimant should be entitled to receive as a priority claim the amount due her for accrued, unpaid time off.

7. Claimant states that the foregoing statements and true and correct to the best of her personal knowledge and are made under penalty of perjury.


Wendy T. Housden
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CERTIFICATE OF SERVICE

The undersigned certifies that the original of the foregoing Response to Omnibus Objection was delivered by United States Mail, postage prepaid, this 3rd day of September, 2009 to:

CLERK OF THE BANKRUPTCY COURT
United States Bankruptcy Court
701 East Broad Street, Room 4000
Richmond, Virginia 23219

and that copies of the foregoing were served by United States Mail, postage prepaid to counsel for Debtors as follows:

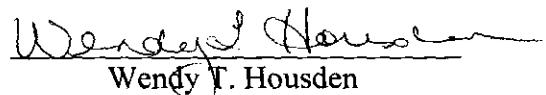
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Wendy T. Housden